

AGREEMENT

Between

**The Departments of
Corrections
Health & Senior Services
Mental Health and
Public Safety, Missouri Veterans Commission**

and

**Office of Administration
State of Missouri**

and

**Service Employees International Union
Local 2000**

Patient Care Professional Employees

July 10, 2003 through June 30, 2006

TABLE OF CONTENTS

	Preamble	Page 1
Article 1	Union Recognition	Page 2
Article 2	Management Rights	Page 3
Article 3	Non Discrimination.....	Page 4
Article 4	Employee Indemnification	Page 5
Article 5	Union Leave	Page 6
Article 6	Seniority	Page 7
Article 7	Health and Safety	Page 9
Article 8	Labor Management Meetings	Page 11
Article 9	Union Rights.....	Page 13
Article 10	Compensation	Page 16
Article 11	Group Insurance.....	Page 18
Article 12	Workloads.....	Page 19
Article 13	Training and Education	Page 20
Article 14	Caseload Size.....	Page 22
Article 15	No Strikes or Work Interruptions	Page 23
Article 16	Discipline and Discharge.....	Page 24
Article 17	Grievance and Arbitration	Page 26
Article 18	Personnel Records.....	Page 32
Article 19	Hours of Work	Page 33
Article 20	Attendance and Leave	Page 35
Article 21	Annual Leave Vacation.....	Page 38
Article 22	Sick Leave	Page 41
Article 23	Personnel Information and Policies	Page 43
Article 24	Employee Appraisals	Page 44
Article 25	Contracting Out.....	Page 45
Article 26	Preservation of Benefits	Page 46
Article 27	Working Out of Class.....	Page 47
Article 28	Job Vacancy Postings.....	Page 48
Article 29	Grievance Procedure Training	Page 49
Article 30	Dues Check Off	Page 50
Article 31	Printing of Agreement.....	Page 53
Article 32	Terms of Agreement	Page 54
Appendix A	Bargaining Unit Classifications	Page 55
Appendix B	Overtime Category by Job Classification.....	Page 58

PREAMBLE

This Agreement is entered into on this day, July 03, 2003 by and between the State of Missouri (Department of Corrections, Department of Health and Senior Services, Missouri Veterans Homes, Department of Mental Health, and Office of Administration), hereinafter referred to as the "Employer" or "State" and SEIU Local 2000, affiliated with the Service Employees International Union, AFL-CIO, hereinafter referred to as the "Union".

The duration of this Agreement shall be for a period of three (3) years ending on June 30, 2006.

Article 1
UNION RECOGNITION (TA - 07/10/02)

Section 1.01

The Employer hereby recognizes SEIU Local 2000, Service Employees International Union, AFL-CIO, as the sole and exclusive bargaining agent for the purpose of reaching agreements and resolving issues on matters pertaining to salaries and other conditions of employment for employees within the bargaining unit. The bargaining unit is defined in Appendix A.

The scope of this unit is described to include all eligible employees in offices and facilities operated by the departments covered by this agreement who are employed in the classifications listed in Appendix A, but excluding those employees who are managerial, supervisory, confidential, temporary, emergency, provisional, or who are otherwise excluded by law.

Section 1.02

The Employer shall notify the Union in writing of any proposed changes in the Employer's classification plan that could impact the bargaining unit upon the submission of the proposal or any preliminary and/or subsequent draft thereof to the Division of Personnel. This includes all classifications covered in Appendix A or any classification added to the plan that may be appropriate for inclusion in the bargaining unit.

Section 1.03

In the event of a dispute between the Employer and Union as to future inclusions or exclusions from the unit resulting from the establishment of new or changed classifications and titles, both parties agree to meet and discuss issues, exchange information and facts, and attempt to reach a decision that is satisfactory to each side. If the dispute cannot be resolved by the two parties, it shall be submitted to the State Board of Mediation for resolution.

Article 2
MANAGEMENT RIGHTS (TA – 03/21/03)

Section 2.01

It is understood and agreed that the Employer possesses the sole right and authority to operate and direct its employees and its various divisions, agencies, and operations in all aspects including, but not necessarily limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified by the terms of this Agreement.

Section 2.02

These rights include, but are not limited to:

- The right to determine its mission, policies, and to set forth standards and levels of service offered to the populations served;
- The right to plan, direct, control, and determine the operation, and/or services to be carried out by its employees;
- The right to determine the methods, means, and number of staff needed to carry out its mission;
- The right to direct the workforce;
- The right to hire, assign, reassign, transfer, promote and to determine hours of work and shifts and assign overtime;
- The right to suspend, demote and dismiss for cause;
- The right to furlough and layoff employees due to lack of work, funds, or other reasons;
- The right to make, publish, and enforce rules of personal conduct, procedures, policies, and rules;
- The right to introduce new methods of operation, equipment, or facilities;
- The right to contract for goods and services subject to the provisions in Article 25;
- And the right to exercise all powers and duties granted by law.

The Governor and the Legislature have the sole authority to determine the budget for the Employer. Further, if, at the sole discretion of the Governor, civil emergency conditions are determined to exist, including but not limited to riots, civil disorders, floods, tornadoes, or similar catastrophes, the provisions of this Agreement may be suspended by the Governor during a designated period of time. Should such a civil emergency occur and suspension of this Agreement become necessary, the Governor or his designee shall advise the Union of the nature of the emergency.

Rights listed in this Article shall be exercised in a manner consistent with specific terms of this Agreement.

Article 3
NON-DISCRIMINATION (TA – 5/22/02)

Section 3.01

It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all eligible employees according to federal laws and state laws without regard to age, race, sex, religion, color, national origin, political affiliation, disability, union membership status or lack thereof, or the exercise of any rights set forth in RSMo 105.510.

Section 3.02

All references to this agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 4
EMPLOYEE INDEMNIFICATION (TA – 6/6/02)

The parties agree that statutory obligations contained in Sections 105.711-726, RSMo 2000, regarding State Legal Expense Fund coverage for state employees shall not be diminished or expanded by the terms of this agreement.

Article 5
UNION LEAVE (TA – 8/23/02)

Section 5.01

The Union shall designate stewards as appropriate for its structure and will provide the employer with a listing of stewards and locations.

Section 5.02

The Employer will allow 40 hours of leave without pay per calendar year to each steward at each facility for the purpose of attending training classes, seminars, conventions or other related activities provided by the Union. The steward is allowed and may choose to use accrued compensatory time or annual leave for the leave. In no event will a steward be expected to use compensatory or vacation time in lieu of leave without pay for purposes of this section. This time may be taken only when requested by his/her authorized union representative with as much advance notice as possible but no less than one week written notice to the employer. Such time may be taken in a single five-day increment, or in increments of not less than four (4) hours. Scheduling such leave shall be consistent with the staffing needs of the facility. Requests for such leave shall not be unreasonably denied.

Section 5.03

Consistent with staffing needs, the employer agrees to permit leave without pay for designated union functions and activities when such leave is requested through proper supervisory channels. Requests for such leave shall not be unreasonably denied.

Section 5.04

The employer shall permit a leave of absence without pay for up to one year to one employee from the bargaining unit who becomes a full-time paid officer or agent of the union by appointment or election to office. At the end of one year such leave may be extended if agreed upon by both the employer and the union.

Section 5.05

Employees shall retain and continue to accumulate bargaining unit seniority while on any approved union leave as permitted in this Article, including leave without pay.

Article 6
SENIORITY (TA – 9/17/02)

Section 6.01 Bargaining Unit Seniority

Bargaining unit seniority is defined as the continuous length of service in a bargaining unit position at the facility. Seniority rights will be applied after the employees have completed their probationary period with their seniority date reverting back to their first day hired in the bargaining unit position. Bargaining unit seniority shall continue to be accrued when an Employee is on unpaid leave of absence for purposes of Union business.

Section 6.02

In the cases of transfer or promotion when two or more employees are being considered for the same position, MOSERS service credit shall be used as a deciding factor between these employees when the Employer determines all other factors are equal.

Section 6.03

If it becomes necessary to break a tie of two or more employees' seniority, the tiebreaker shall be the lowest last four digits of their Social Security Number between the affected employees at that work location.

Section 6.04

The Employer shall provide the Union with a complete bargaining unit seniority list of all employees and new hires in the bargaining unit on a quarterly basis.

Section 6.05

Layoff shall be governed by the Rules of the Personnel Advisory Board and the Personnel Division. The order of layoffs include that within a division of service:

- a. No regular or original probationary employee in an affected class shall be laid off until any emergency, provisional, temporary and limited temporary employee in the same classification and division are laid off. No regular, reinstatement probationary and/or re-employment probationary employee shall be laid off until all original probationary employees are laid off.
- b. If a regular employee must be laid off, due to a shortage of work or funds, the abolition of a position, or other material change in duties or organization, or for other reasons which are outside the employee's control and which do not reflect discredit on the services of the employee, these layoff shall be by inverse order of service credit and by class in the division or area of service involved. When these employees are laid off they will be placed on a reinstatement register.

Section 6.06

The State shall implement and maintain a reinstatement register of regular employees who are laid off or demoted in lieu of layoff thereby offering the right to reinstatement to a vacancy which may be in any area in which the employee is willing to work. Such employees laid off shall be hired in service credit score order ahead of new hires, transfers and promotions. This reinstatement register shall remain active for three (3)

years. For a period of six (6) months following a layoff, any demotion, class transfers or transfers must recognize the rights of people on the reinstatement registers. Therefore, these types of changes may only be made if the person moving has higher service credit than those on the register. This reinstatement register shall remain active for three (3) years.

Article 7
HEALTH AND SAFETY (TA – 02/05/03)

Section 7.01

The Employer agrees to make every reasonable effort to provide a safe workplace for all employees. The Employer will integrate employee participation in its efforts to promote safe workplace environments. The Employer's workplace safety programs and procedures shall encourage reporting of unsafe conditions and appropriate follow-up when reporting occurs.

Section 7.02

The Employer shall cooperate with law enforcement agencies in the investigation of an alleged assault to an employee who was acting within the scope of his/her authority when the alleged assault occurred.

Section 7.03

The Employer recognizes the risks to employees involved in providing health and human services and the potential for trauma associated with violent events that may occur in the workplace. The Employer commits to using resources such as the Employee Assistance Program, Workers' Compensation, administrative leave with pay, training and other interventions as appropriate to address the trauma and reduce the likely hood of future incidents.

An Employee who has an on-the-job injury or illness shall be compensated in accordance with the rules that govern Workers' Compensation benefits. Fitness for return to work will be determined by the workers' compensation health provider. Injured employees are eligible for the Early Return to Work Program (Article 20, Section 20.10).

An employee who has been taken hostage by a client will be granted administrative leave without loss of pay or benefits for the first three days after the event. Such leave will not be charged to sick leave, annual leave or other accrued leave.

For employees who have been subject to violent contact by a client, the employer will evaluate the need for employee assistance including the option of granting administrative leave. If follow-up services are needed, the Employer will make a referral to Central Accident Reporting Office (CARO) and/or the Employee Assistance Program (EAP), or other services as appropriate.

Section 7.04

The Employer shall make available information including contact numbers of the Employee Assistance Program to employees in an employee information center or other accessible format at each work location.

Section 7.05

The Employer shall comply with appropriate bloodborne pathogen standards as required under RSMo 191.640. The Union may designate one employee and one alternate who

are responsible for direct patient care and have potential occupational exposure to sharps-related injuries to serve on any established evaluation committee.

Section 7.06

The Union may designate one employee and one alternate to be appointed to any established health and safety committee. Meeting attendance specific to this section shall be considered time worked.

The Employer agrees that work place violence is a critical issue and should be regularly addressed as part of the health and safety committees consistent with issues unique to each facility. The committee will use quality assurance principles and technology to reduce incidents and negative effects on the workforce.

Section 7.07

The Employer shall provide to the Union available aggregate data related to employee injuries, including client-caused injuries, upon request. The Employer will meet annually with employee representatives designated by the Union and other affected parties to develop strategies to reduce workplace injuries.

Article 8
LABOR/MANAGEMENT MEETINGS (TA – 7/10/02)

Section 8.01

The Employer and the Union recognize the importance of maintaining a cooperative labor-management approach. In an effort to resolve problems that arise that may or may not be within the scope of this Agreement, the Employer and the Union agree as follows.

These meetings shall not be used to bypass the grievance procedure nor shall they be considered meet and confer sessions to arrive at successor Agreements or modification of this Agreement.

Section 8.02 Statewide Labor-Management Meetings

- a) The Department Director(s) and/or designees agree to meet twice a year during the first year of this agreement and annually for the remaining term of this Agreement with a committee of employees who are designated by the Union. The meetings shall be held at a mutually agreeable time. By mutual agreement, meetings may be held more or less frequently. The Office of Administration shall normally attend these meetings.

The committee shall consist of no more than twelve (12) employees, with no more than one employee from any DMH facility, any MVH facility, any DOC facility, and/or any DHSS office.

- b) Time spent in attending or traveling to/from the Labor-Management meeting shall serve as the employees' eight (8) hour work day with no loss of pay or time for those attending. This shall not serve to extend the workday or cause overtime to be earned.
- c) The Union and the Employer shall exchange proposed agenda items at least fifteen (15) working days prior to meeting. The parties shall designate their committee representatives at this time.

Section 8.03 Facility Labor-Management Meetings

- a) The facility/office administrator and/or designees agree to meet quarterly for the first year of this agreement and twice per year for the remaining term of this Agreement with a committee of employees designated by the Union. The meeting will be held at a mutually agreeable time. By mutual agreement, meetings may be held more or less frequently.

The committee shall consist of no more than three (3) employees, unless the number of bargaining unit employees at the facility/office is over sixty (60) in which case the committee shall consist of no more than five (5).

- b) These meetings will be held during regular business hours with no loss of pay or time for those attending. This shall not serve to extend the work day or cause overtime to be earned.

The Union and the Employer shall exchange proposed agenda items at least five (5) working days prior to meeting. The parties shall designate their representatives at this time.

Article 9
UNION RIGHTS (TA - 9/17/02)

Section 9.01 Union Stewards

The right of the union to appoint a reasonable number of stewards is recognized. Such appointee(s) shall have successfully completed their original probationary period. Stewards will represent employees within their own facilities or institutions unless mutually agreed to by the Employer and the Union. In the event that no steward is available, the employee may request steward representation from a neighboring region.

Section 9.02

In addition to their regular duties, during work time stewards shall be allowed a reasonable amount of time for activities permitted under this Agreement including the investigation, processing, and presentation of bargaining-unit employees' grievances and representing said employees in meeting with management.

Section 9.03

Stewards are permitted a reasonable amount of time to receive and discuss complaints and grievances on the premises and on work time of Employer provided this does not interfere with the necessary operation of the facility and the work of those involved. Stewards must notify their supervisor in order to work on union business, and whenever possible, with as much advance notice as is practical according to the circumstances.

Section 9.04

Any dispute arising between the Employer and the Union as to whether a steward is spending an unreasonable amount of time at a work site while conducting union business, shall be resolved by the Union and Employer designee. If such a dispute cannot be resolved between the two parties, the State will make its decision based on impact upon work operations. However, the affected steward may refer the matter for review and/or grievance.

Section 9.05

Employees having a legitimate need for the services of a steward shall notify their supervisor. When it is necessary for stewards to conduct authorized Union business in a worksite or area other than their own; they shall notify the designated Employer representative of that worksite or area of their presence and the nature of their business.

Section 9.06

The Union will provide written notification to the Employer of the appointment of all stewards. No appointment will be recognized until the Employer has received notification.

Section 9.07 Union Negotiating Team

The Union shall designate up to 16 bargaining unit employees to serve on the negotiating committee team; however, no more than one employee shall be designated from any single facility. Of the 16 negotiating team members, eight members from Department of

Mental Health, one from Department of Corrections, one from Department of Health and Senior Services and one from The Veterans' Commission will be granted administrative leave with pay for time spent in negotiations with the State as well as for time spent en route to and from such negotiations, with the provision that no Union negotiating-team member shall receive more than eight hours pay for any single day.

The selection of the Union negotiating committee team members is at the sole discretion of the Union. The Union may, on a limited basis, replace or substitute members as it perceives necessary.

Unless mutually agreed otherwise, the negotiation sessions for the successor agreement shall be limited to four (4) days.

Section 9.08 Workplace Access

The Union shall have access to employees during the Employer's regular working hours to state-controlled property for the purposes of administration of this Agreement, distribution of the Union leaflets, newsletters, membership packets and dues deduction authorizations cards and other information related to this Agreement. This activity shall be conducted during non-working hours, (e.g., lunch hours, break times) and in non-work areas (e.g., cafeteria, conference room, break room). Such activity shall be conducted in a manner that is not disruptive to work operations. The Employer shall designate the non-work area(s) to be used by the Union; and the Employer and the Union will work together to schedule the times and places.

Section 9.09 Union Communication

The Employer agrees to install a Union provided bulletin board at each employer controlled work site at a mutually agreed upon location for the purpose of posting of union notices and particulars. Bulletin boards shall be placed inside the work or break area so that all employees of the bargaining unit have regular access to it; and the employer shall place it for easy and unobstructed viewing. The number and placement of bulletin boards will be agreed upon by the worksite administrator and the Union to insure placement is unobstructed and easily viewed by employees. The union will furnish the employer in advance with a copy of all literature to be placed on the board by the union. If the Employer disputes the appropriateness of the materials, the Employer will decline to allow it to be posted. The union steward or representative may refer the matter to the department's or division's Central Office for review and if no agreement can be reached, then the matter can be grieved.

Section 9.10 Committee and Panel Participation

When forming committees and/or panels at a facility and/or department that includes employees within the bargaining unit as members, the Union shall have the option to designate a representative to the panel. Relative to the size of the committee or panel, the Union may request additional representatives be included. The Employer has the right to name additional bargaining unit employees to the committee/panel. However, if a bargaining unit member is selected for participation solely because of his or her

professional expertise in a specific area and the committee does not affect the working conditions, no union participation will be solicited.

Section 9.11 New Employees and Employee Lists

A representative of the Union shall be permitted to make an approximately twenty minute presentation at the orientation of new employees. The Department shall give the union at least five days notice of scheduled orientations. Employer and union shall attempt to agree upon the time for such presentation, however, the final decision rests with the Employer.

The Office of Administration shall provide the union a quarterly list of all bargaining unit employees, indicating the name, home address, job title, and unit work location address of all new employees and any current employees whose facility or address have changed during the covered period. Upon request, the Union shall receive such information on CD-ROM from the Office of Administration.

Section 9.12 Orientation to New Agreement

Upon ratification of this Agreement, the Union shall be permitted to conduct a training that orients Employees to the terms set forth in this Agreement. Employer will allow use of available conference or training rooms for the purpose of this training which shall be scheduled by the Union during lunch breaks and other non-work hours.

Article 10

COMPENSATION

Section 10.01 Base Wages

Upon the effective date of this Agreement, the Employer agrees:

- a) Effective July 1, 2003, an immediate adjustment of \$600.00 will be made to the base rate of every bargaining unit position with an annual salary of \$40,000 or lower.
- b) The Employer will support the Personnel Advisory Board's and the Total Compensation Commission's recommendation that would affect patient care professional employees as a critical class for compensation purposes Effective July 1, 2004.
- c) Effective July 1, 2004, employees will receive a 2% across the board salary adjustment.
- d) This Article will be reopened in FY 2006 to negotiate the terms of this Compensation Article. These negotiations shall commence no later than the first week of September, 2004.

Section 10.02 Salary Induction

A new employee cannot be appointed by the same appointing authority at a rate that upon successful completion of his/her probationary period would be higher than that paid to present employees with comparable qualifications.

Section 10.03 Salary Advancements

An Employee appointed, reinstated, re-employed or promoted will be paid at least two steps above the entry rate for that job classification upon attaining regular status. Effective July 1, 2004, employees who have completed at least one year in the entry level of a multi-allocated position and who are qualified and eligible for the higher level, will be reclassified to the higher level in accordance with Merit System guidelines.

Section 10.04 Step Adjustment

Effective July 1, 2004, Bargaining Unit employees will receive a two (2) step within grade salary increase for the following job titles covered by this Agreement:

- 1) Case Manager I and II
- 2) Habilitation Specialist I and II

with the understanding that the increase will not be paid for with existing funds.

Section 10.05 Pay Differentials for Medical Classes

A pay differential of 4.1% of base salary rate will be allowed to physicians in classified medical positions if certified by a specialty board approved by the American Medical Association or by the American Osteopathic Association. Additional pay differentials will be allowed to physicians in classified medical positions who, in addition to basic certification by a specialty board, are also certified in the following subspecialties:

Forensic Psychiatry – 4.1% of base salary rate; Child Psychiatry – 8.2% of base salary rate.

If an employee is receiving a differential resulting in a higher dollar amount than the approved percentage, a percentage equal to that dollar amount is approved for the duration of the assignment.

Certification in Psychiatry in other countries by a National Accrediting Agency or Organization will be accepted on an individual basis when it is determined that such certification includes or has been supplemented by training and experience equivalent to that by the American Board of Psychiatry and Neurology.

Payment for these events will only be made where the specialty involved is substantially and directly related to the work performed by the employee in the state service.

Section 10.06 Pay Differential for Psychologists

A pay differential of 4.1% will be allowed to psychologists in classified positions who are certified by the American Board of Professional Psychology in a specialty if such specialty is substantially and directly related to the work performed by the Employee in the state services.

If an Employee is receiving a differential resulting in a higher dollar amount than the approved percentage equal to that dollar amount is approved for the duration of the assignment.

Section 10.07

In the event the Office of Administration recommends across the board pay increases for all state employees, such recommendation shall include the employees covered by this Agreement.

Section 10.08 On-Call Pay

Overtime code one (1) and code two (2) employees who are on-call shall be compensated one (1) hour for every twelve (12) hours on call. Facilities may choose to compensate at a higher rate of pay or time. Employees may request to use flex time or be compensated for on-call time. Compensation may include pay or equivalent time off, at the Employer's discretion pursuant to Section 19.06.

If the Employer calls employees in when not regularly scheduled to work, the Employer shall credit the employee with two hours straight time whether worked or not, or for the time worked at the applicable rate, whichever is greater.

Article 11

GROUP INSURANCE

Section 11.01 Health Care Labor/Management Committee

The Union may designate up to two (2) representatives as members of the Health Care Labor Management committee. The committee will study cost containment provisions and explore proposals to expand health and ancillary benefits that do not reduce existing benefits, or shift costs to employees. The committee will review any issues with the claims administration of the current benefit plans and will review the cost and enrollment of the current benefit plans on a quarterly basis. In addition, the committee will review an awarded change in insurance companies and/or plan administrators no less than sixty (60) days prior to any implementation and make recommendations to assure a smooth transition.

Section 11.02 Portability

The Employer will comply with the health insurance portability provisions of the federal Health Insurance Portability and Accountability Act of 1996.

Section 11.03 Group Insurance Costs

The Health Care Labor/Management Committee will recommend to the Commission on Total Compensation Employer contribution rate(s) as follows:

FY04/05 (January 1, 2004 to December 31, 2004)

Employee Only	94.5%
Employee/Spouse	73.5%
Employee/Child(ren)	94.5%
Employee/Family	78.5%

FY05/06 (January 1, 2005 to December 31, 2005)

Employee Only	94.5%
Employee/Spouse	83%
Employee/Child(ren)	94.5%
Employee/Family	83%

FY06/07 (January 1, 2006 to December 31, 2006)

Employee Only	94.5%
Employee/Spouse	90%
Employee/Child(ren)	94.5%
Employee/Family	90%

Article 12
WORKLOADS (TA – 01/08/03 5pm)

The Employer intends that workloads will be manageable. The Employer and the Union shall use the Labor-Management Meeting established under Article 8 at each facility to review, upon request of either party, the job duties and workload of any employee in the bargaining unit. The purpose of the review is to explore efficient methods of workload distribution using existing resources and may include, but is not limited to the following:

- 1) The work required is appropriate for the employee's classification and job description.
- 2) The employee's workload including other duties as assigned allows for the adequate provision of the services that the employee's position is intended to provide for the client.
- 3) There is a need to adjust the employee's workload or to assign additional staff to share the workload.

The Labor Management Committee may recommend potential solutions to workload issues identified by the committee pursuant to this article. Any recommendation must be approved by the decision making authority before it will be implemented.

Article 13
TRAINING AND EDUCATION (TA – 10/15/02)

Section 13.01

In situations in which the Employer directs an employee to attend a particular seminar and/or training program educational leave will be granted without loss of compensation and at the Employer's expense according to the state travel regulations. If the training program falls on the employees' regular time off, then compensatory time will be earned for mandatory attendance.

Section 13.02

The Employer shall provide equal access to job-related training opportunities to the extent that operational and budgetary requirements of the department/division/facility permit. Attendance at these training activities shall be without loss of compensation and at the Employer's expense according to state travel policy upon management approval. The Employer shall provide aggregate records of Employer approved training for the previous fiscal year for all members of the bargaining unit by job classification and by facility.

Section 13.03

The Employer will respond in writing to employee requests for administrative leave and payment for educational purposes will be responded to within ten (10) business days of submission of such request. Such request shall not be unreasonably denied.

Section 13.04

The Employer will attempt to provide work related in-service programs within the agency and at the work site. However, the provision of such programs will not impact the Employee's request to seek other continuing education or training as outlined in this article.

Section 13.05

When an employee requests educational leave in order to attend a seminar or training program of his or her choice, and the training program would enhance the employee's contribution to his or her particular area of expertise, educational leave may be granted based on operational, budgetary and staffing needs. However, no compensatory time will be earned if the seminar occurs on an employee's regular days off.

When the Employer does not grant educational leave, the employee may utilize compensatory or Annual Leave upon approval of his or her immediate supervisor. Such requests shall not be unreasonably denied and the Employer will respond in writing to such requests within ten (10) business days of the submission of such leave request.

Employees using annual leave or compensatory time to attend educational or training activities will be relieved of their regular duties and will not be required to work immediately before or after training if that work would result in the Employee working in excess of their regular work shift.

Section 13.06

The Employer shall provide equal access to tuition reimbursement to the extent that operational and budgetary requirements permit. The Employer shall provide the Union with records of tuition reimbursements for the previous fiscal year for all members of the bargaining unit by job classification and by facility.

Article 14
CASELOAD SIZE (TA – 12/13/02)

Section 14.01 Caseload Size

The Employer intends that no case manager in a Regional Center in the Division of Mental Retardation and Developmental Disabilities will be responsible for more consumers than the case manager is effectively able to serve while using best practices as defined by the Division. The Employer will make every effort not to assign an individual case manager ongoing responsibility for more than 20% over the current statewide average total of active consumers divided by the total number of funded case manager slots allocated. The average statewide caseload will be determined by August 31 of each calendar year and this number will be provided to the Union.

Section 14.02 Temporary Caseload Expansion

A case manager may be assigned temporary responsibility for more than the targeted caseload for up to, but no longer than, 120 days. If an employee is assigned more than the targeted caseload, the facility director will begin immediate efforts to reduce the caseload to within the targeted number and will report to the Division Director. The Union will be provided a report listing the case manager at each site and the number of consumers assigned to each case manager.

Section 14.03 Caseload Management Advisory Team

Upon ratification of this Agreement, a management advisory team (MAT) shall be formed to study statewide caseload distribution and advise the Division on such matters. The Union may designate five (5) employees to serve on this team, from at least three (3) different regional centers. Any policy or procedure to be developed from this committee shall not, in any way, alter, either in part or in whole, the previous sections of this article or any part of this agreement, unless mutually agreed upon between the Union and Employer. Expenses associated with attendance at MAT meetings shall be reimbursed in accordance with state travel policy.

Section 14.04 Compensating Additional Time Worked

In order to maintain caseloads, as well as keep accurate records and comply with the required paperwork, the Employer understands that it may be necessary for an employee to work beyond their scheduled work hours. Overtime will be compensated in accordance with Article 19 of this Agreement.

Article 15
NO STRIKES OR WORK INTERRUPTIONS (TA – 06/06/02)

Section 15.01

The union shall neither cause nor condone, nor shall any member of this bargaining unit participate in, any strike, work interruption or any type of work curtailment or slowdown in any office or facility. The Union will instruct all its stewards of their obligations under this article and all the members as to the meaning of it. If for any reason there is an interruption at the Employer's office(s) or facilities by other than members, the Union will encourage its members to remain at work and/or to return to work.

Article 16
DISCIPLINE AND DISCHARGE (TA – 08/23/02 & 06/19/03)

Section 16.01

Disciplinary action may be imposed on an employee for just cause. Disciplinary action includes conditional employment periods, dismissals, involuntary demotions, suspensions without pay, unacceptable conduct notices, and written reprimands.

Verbal and written counselings are not disciplinary actions.

The Employer endorses the principle of progressive discipline. Notwithstanding this general endorsement, however, the Employer reserves the right to impose the level of discipline that the Appointing Authority determines to be necessary for the good of the service.

Grievances of disciplinary actions are governed by the grievance procedures outlined in Article 17.

Section 16.02

When an employee fails to successfully complete a promotional probationary period and is not subject to dismissal for just cause, the employee will be reinstated to the class, but not necessarily the same position occupied immediately prior to the promotion. Such employee's salary will be adjusted to at least the level of pay received prior to the promotion.

Section 16.03

If an employee is questioned about a matter or is being interviewed in an investigation and he or she has reasonable grounds to believe it may lead to disciplinary action against that employee, he or she is entitled to advice, assistance or representation by a local union officer or steward. In these situations, an employee may make this request for representation at any time and before any further discussion or questioning takes place, the employee may secure union representation.

When an employee becomes the subject of an investigation they will be notified. At that point the employee is entitled to representation by a union steward before any further discussion with the Employer. The Employer will provide advance notice of any investigatory meetings and the nature of that meeting to the employee.

If the employee is scheduled for an interview at another work location, the representative may be from either work location.

The arrangements for this assistance or representation shall not unduly delay the proceedings. An employee shall not withhold information which affects or could affect ongoing operations of state government or the Employer.

An employee, steward or local union officer shall not provide such advice, assistance or representation if he/she is also involved in that same matter.

Section 16.04

Information shared or obtained during the investigation process shall be considered confidential and shall not be discussed or communicated in any way by any representative except with the represented employee or other union officials with a business need to know the information. Management and/or investigative staff will only share information gained during this process with those with a business need to know such information.

If the Union officer or steward is providing assistance to more than one employee involved in the same investigation, information gained during any interview session shall be considered confidential and shall not be shared with other employees.

Section 16.05

A regular employee will be given at least seven (7) calendar days notice prior to the effective date of a suspension, demotion or dismissal. Such notice will indicate the reasons for such action and provide a sufficient amount of time for the employee to show reasons why the action should not be taken. The employee may choose to respond either in writing or to request a meeting with the appointing authority or designee. An employee shall not be denied the request for the meeting. An employee may have a union steward or representative to advise, assist or represent the employee during any such meeting.

Section 16.06

Each employee shall be allowed to inspect his or her personnel record upon written request and prior arrangements with the appropriate staff as outlined in Article 18.

Section 16.07

The Union and the Employer agree that it is in the best interests of both parties to ensure that allegations made against an employee in the bargaining unit by a client or resident, a client or resident's significant other or family members, or members of the general community are impartially reviewed and assessed prior to initiating any disciplinary action.

Section 16.08

At any meeting between an employee and the Employer that relates to disciplinary action and tape recording of proceedings occur, a copy of the tape(s) and transcript (if the tape(s) are transcribed) will be provided if permitted by law to the Union upon request and at the Union's expense.

Article 17
GRIEVANCE AND ARBITRATION (TA – 12/04/02)

Section 17.01 Definitions

A grievance is defined as any dispute or difference between the Employer and the Union or any employee with respect to the meaning, interpretation or application of this Agreement. Claims that can be brought before the EEOC or the Missouri Commission on Human Rights are not covered by this Agreement, and will follow the normal filing procedures allowed by law. Initiation of a grievance or appeal under any other procedure or in any other forum waives all rights to proceed under the grievance and arbitration procedures contained in this Article.

Section 17.02 Principles

The purpose of this Article is to provide a prompt, equitable, peaceful and efficient procedure to review and resolve grievances and to further the purpose of this Agreement, to promote harmonious employee relations.

Both the Employer and the Union recognize the importance of, among other aspects of the procedure, the timely issuance of decisions to file grievances and the responsible use of this procedure. The parties agree that in order for the grievance procedure to function efficiently and effectively, all grievances should be settled at the earliest possible step. The parties agree that persons responsible for resolving grievances will meet and undertake meaningful dialogue and information gathering and will make a good faith effort to resolve the grievance whenever possible.

The Union will be the exclusive representative of the interests of employees covered by this Agreement in the processing of and redress of grievances under the grievance and arbitration procedures in this Article, except that nothing in this Agreement will limit or restrict an employee's right to represent themselves outside of this Agreement.

The parties agree that the dismissal, demotion or suspension of greater than 5 days, of an original probationary employee will not be subject to the grievance and arbitration procedures contained in this Article. Nothing in this Article will expand the rights currently offered to original probationary employees.

Grievances filed based on actions taken prior to the effective date of this Agreement will be concluded in accordance with the grievance procedure in effect at the time of the action being grieved.

Grievance Process

Preliminary Step – Immediate Supervisor

The employee having a dispute, accompanied by union representation at the employee's request, will first attempt to resolve it by meeting with his/her immediate supervisor, at the time of the act or omission giving rise to the dispute, or as soon as possible thereafter, but no later than fourteen (14) calendar days from the date the employee became aware, or by reasonable diligence, should have been aware of the act or omission. The employee

to reduce his/her dispute to writing. The supervisor will render a response to the dispute within five (5) calendar days after the meeting. Decisions as this step shall not be used as precedent for any subsequent case.

If the Employer has a mediation program available, it will be incorporated into the grievance process, as agreed to by the parties.

Step 1.

If the dispute is unresolved, the employee and the Union may present the grievance in writing on a form mutually agreed upon by the Employer and the Union to the following administrators (hereinafter 'administrator'):

For Department of Mental Health -Work Manager

For Veteran's Commission - Department Head

For Department of Health and Senior Services -Bureau Chief

For Department of Corrections -Superintendent

within ten (10) calendar days of a decision at the Preliminary Step, or if there is no decision at the Preliminary Step, within thirty (30) calendar days of the act or omission giving rise to the grievance, or within thirty (30) calendar days of the date when the employee became aware of or by reasonable diligence should have been aware of the act or omission. The written grievance form will stipulate the relevant Article of the Agreement and the specific remedy being sought. The form must be signed by the employee or the Union representative in the case of a Union grievance. Once reduced to writing, the text of the grievance will remain unaltered as the grievance progresses through any additional steps. The administrator or his/her designee will meet with the Union representative and the grievant within ten (10) calendar days, and will render a decision in writing within fourteen (14) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the appropriate Union representative and employee.

Step 2.

In the event that the grievance has not been satisfactorily resolved at Step 1, an appeal may be taken by the Union in writing on the grievance form to the Facility Head/Division Director or his/her designee as appropriate within fourteen (14) calendar days from receipt of the Step 1 decision. The written appeal must include reasons why the Step 1 decision is being appealed. The Facility Head/ Division Director or designee will meet with the Union and the grievant within ten (10) calendar days, and will render a decision in writing within fourteen (14) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the appropriate Union representative.

Step 3.

If the event that the grievance is not resolved at Step 2, an appeal may be taken by the Union in writing on the grievance form to:

The Division Director for Veteran's Commission and Department of Mental Health, and

The Department Director for Department of Corrections and the Department of Health and Senior Services within fourteen (14) calendar days of receipt of the Step 2 decision. The written appeal must include reasons why the Step 2 decision is being appealed. The Division/Department Director or designee shall meet with the Union and the grievant within fifteen (15) and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance form. The response will include a brief statement of the relevant facts upon which the decision is based. The response will be sent to the appropriate Union representative.

Pre-arbitration meeting

No later than 30 calendar days before the scheduled date of arbitration, at the request of either party, a representative of the Department and the Local and/or the International Union will meet to discuss the grievance and determine if settlement is possible.

Arbitration

If the event that the grievance is not resolved at Step 3, the Union may pursue arbitration by providing the Employer (The Division Director for Veteran's Commission and Department of Mental Health; Department Director for Department of Corrections and Department of Health and Senior Services) within thirty (30) calendar days of receipt of the Step 3 decision, a completed request for panel of arbitrators on the form provided by The Federal Mediation and Conciliation Services (FMCS).

The parties and the selected arbitrator will determine the schedule for the hearing of the arbitration case.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues to be submitted to the Arbitrator.

The Employer and/or the Union shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the cost of their own witnesses.

The Arbitrator will decide questions of arbitrability. If a question of arbitrability is raised, the Arbitrator must first make a determination of the arbitrability of the dispute unless the issue is of such nature that a determination cannot be made at the hearing. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator will then proceed to determine the merits of the dispute.

The Arbitrator shall have no authority to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The express provisions of this Agreement will be the sole source of any right the Union may assert in arbitration. The arbitrator will have no authority to find that the Employer is bound to do or refrain from doing any thing or act unless it is clear from the express provisions of this Agreement that this result was intended by the parties. Further the Arbitrator shall not issue any decision

which exceeds his/her authority under Executive Order 01-09 unless such authority is expanded pursuant to statutory changes implemented subsequent to the execution of this Agreement. Likewise, if the authority of an Arbitrator is diminished pursuant to court action or statutory changes, those decisions or statutory changes will prevail. The arbitrator will recognize the statutory and regulatory requirements of the Employer.

Arbitration Costs

In cases where the grievance is denied, the losing party will pay the costs of arbitration when there is a clear and unequivocal decision on all the issues. In cases of split decisions the fees and expenses of the arbitrator will be shared equally by the parties. If either party requests a verbatim record of the proceedings, the requesting party will pay for the costs. If the other party requests a copy of any transcript, said party will pay the cost of its copy. If either party cancels a hearing date, the cost, if any, for the cancellation of a hearing date shall be paid by the party seeking cancellation.

Arbitration Selection

The parties will share in the decision-making process with regard to Arbitrator selection. The parties may mutually agree on any qualified Arbitrator. If the parties cannot agree, selections will be made from Arbitrator names provided by the Federal Mediation and Conciliation Service. Strikes of Arbitrator names will be made from the list provided. The party with the first strike will be determined by a coin toss.

Arbitration Decisions

The decision and award of the Arbitrator will be final and binding on the Employer, the Union and the employee or employees involved, unless judicial review is sought. However, where resolution of an issue may not be final and binding under the Missouri Constitution and Laws, the arbitrator may provide a written recommended resolution. No arbitration award will request or order the additional appropriation of funds. The arbitrator's award will be limited to an interpretation of the terms of the agreement.

The Arbitrator's decision shall be rendered in writing no later than 30 calendar days after the closing of the record of the hearing, or receipt of post-hearing briefs. The parties reserve the right and encourage the use of an expedited arbitration process, to be developed by the parties at a later date.

Section 17.03 Time Limits

- a) Failure of the employee or Union to comply with the time limits under this Article renders the grievance void and terminated.
- b) The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step.
- c) The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step, and may be extended for a period of time equal to any time the respondent at each step is on approved leave and or holiday. Such extensions will be in writing.

- d) The mailing of a grievance appeal form will constitute a timely appeal if it is postmarked within the appeal period. The mailing of an answer/response/decision will constitute a timely response if postmarked within the answer period.

Section 17.04 Time Off

The grievant and/or Union grievance representative(s) will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. No Union steward or officer will leave his/her work to investigate, file or process grievances without first obtaining approval to work on union business and making mutual arrangements with his/her supervisor or designee if leaving the work are, as well as the supervisor of any unit to be visited, and such approval and arrangement will not be unreasonably denied, provided that these activities do not interfere with the necessary operations of the facility. A grievant who is called back on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation.

Section 17.05 Meeting Space and Equipment Use

Upon request, the Union representative will be allowed the use of an available appropriate space and equipment while investigating or processing a grievance.

Section 17.06 Travel or Expenses

The Employer shall not be responsible for any travel or expenses incurred by grievants, Union representatives or witnesses called by the Union, in the processing of grievances.

Section 17.07 Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may by mutual agreement be filed at the appropriate advance step. The appropriate step will be determined by mutual agreement of the parties.

Section 17.08 Pertinent Witnesses and Information

Except, as otherwise provided in this Article, the Employer or the Union may request access to witnesses and specific non-privileged documents and other information that is reasonably available and pertinent to the grievance under consideration. Such requests will not be unreasonably denied, and when granted will be in accordance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

Section 17.09 Grievances and Appeals of Suspensions, Demotions, and Dismissals

Grievances concerning dismissals, demotions or suspensions of regular employees will be initiated by the Union at Step 3 of the procedures set forth above, by filing directly with the Division/Department Director, or designee, within thirty (30) calendar days from the date the employee receives notice of the action taken. The same time limits and requirements for processing a grievance apply.

Disciplinary appeals involving suspensions greater than five (5) days, demotions or dismissals will continue to be processed in accordance with the relevant provisions of Chapter 36, RSMo 2000, and rules promulgated by the Personnel Advisory Board in accordance therewith, until such time as any amendment to the relevant rules covering appeals of suspensions greater than five (5) days, demotions and dismissals becomes final.

If at a future date, after the ratification and execution of this agreement, the above referenced rules are changed to allow for alternative dispute resolution of suspensions greater than five (5) days, demotions and dismissals, the Union and Employer agree the following will apply:

The Employer and Union agree that where an employee covered by this Agreement has the right to process a grievance-appeal through either the procedure provided herein, or through the Personnel Advisory Board, and, if such employee files an appeal with the Personnel Advisory Board:

- a) the agreement grievance filed under this Article will immediately cease.
- b) If no agreement grievance has been filed prior to the filing of the Personnel Advisory Board appeal, the employee and the Union will not be entitled to institute proceedings under the grievance procedure contained in this Agreement.

If the appeal to the Personnel Advisory Board is withdrawn by the employee, or not accepted by the Personnel Advisory Board, the processing of a timely grievance will be permitted.

Nothing in this Article, or elsewhere in this Agreement will be deemed to require any employee to pursue the remedies herein provided.

Article 18
PERSONNEL RECORDS (TA – 07/24/02)

Section 18.01

Employees shall have access to the unabridged contents of their official personnel record, work location personnel record, and supervisor's working file or log. Employees will be provided one copy of any materials contained in their file(s), upon request. Additional copies will be provided at the employee's expense.

Access to the employee's personnel record shall be granted to a union representative upon written authorization of the employee. Authorizations must be signed and dated by the employee and will be valid for 30 days after the signature.

Reviews shall be conducted in the presence of the personnel office or his/her designee. An employee who wishes to dispute the accuracy, relevance, timeliness, or completeness of any material contained in his or her personnel record shall have the right to submit a written response. The written response shall be attached to such document and included in the file.

No items which may affect his/her job performance evaluation or could lead to disciplinary action should be added, withheld, or deleted from the file without the employee's knowledge.

Section 18.02 Negative Entries

Negative entries shall be signed and dated by the individual making the entry and shall be presented to the employee for counter-signature at that time or no later than one week of entry. If the employee chooses not to counter-sign, such fact shall be noted on the document.

If the Employer uses adverse information from a personnel file, the Employer will consider the age and relevance of such information when making an employment decision.

In any case in which a disciplinary action is overturned or otherwise rendered invalid, the record relating thereto shall be removed from all personnel files. Any documents related thereto will be reviewed by the Employer to determine whether they should also be removed.

Complimentary documents and letters, etc. may be placed in the employee's personnel record. Documents and letters not filed will be given to the employee. A request for such documents to be included in the file shall not be unreasonably denied.

Article 19
HOURS OF WORK (TA – 01/08/02 2pm)

Section 19.01 The normal work week for full-time employees shall be forty (40) hours within a fixed and regularly occurring seven (7) day period, exclusive of time allotted for unpaid meal periods.

Section 19.02 All employees who are required to drive in the performance of their duties shall be considered as being on paid time while performing such duties and such time shall be included in the calculation of the total work day. No provision of this section shall be in violation of State travel regulations.

Section 19.03 All approved overtime will be compensated in accordance with the FLSA and the Rules of the Personnel Advisory Board for those employees working a normal work week as described in Section 19.01. Overtime categories (Code 0, 1, 2) are listed in the Uniform Classification and Pay Plan maintained by the Office of Administration/Division of Personnel.

- a) Code 0 employees may voluntarily change their schedule with supervisory approval.
- b) Code 1 employees shall be compensated at the standard hourly rate of pay for approved hours worked over forty (40) in a workweek or by allowing an equal amount of compensatory time at the Employer's discretion. Code 1 employees may voluntarily change their schedule with supervisory approval and avoid accumulation of overtime pay or compensatory time or may be directed by the Employer to change their schedule in order to avoid overtime accumulation.
- c) Code 2 employees shall be compensated at one and one-half times (1.5) their standard hourly rate of pay for hours worked over forty (40) in a workweek or by compensatory time to be earned at the rate of time and one-half at the Employer's discretion. Code 2 employees may voluntarily change their schedule with supervisory approval or may be directed by the Employer to change their schedule in order to avoid overtime accumulation.

Overtime category by job classification is listed in Appendix B.

Section 19.04 Overtime Assignment

In 24 hour/7day operations, when overtime is deemed necessary by the Employer, every effort will be made to secure volunteers from employees on duty. If there are no qualified volunteers, the Employer may schedule employees on a rotating basis within the appropriate job class(es) using inverse bargaining unit seniority as the deciding factor for assigning mandatory overtime. When employees are required to work four (4) or more consecutive hours overtime, their turn for mandated overtime service shall be completed.

The Employee will be notified as soon as the need to assign overtime is determined. After the notice is given the employee will be allowed, with approval, time to make necessary arrangements to remain at work. To the extent possible, new employees must work thirty (30) days before they can be mandated.

Reasonable effort will be made to ensure that no Employee is required to work more than twelve (12) hours in a twenty four (24) hour period. This provision does not apply to employees working an alternative schedule as described in section 19.07.

Section 19.05 Flexible Scheduling

Employees may request a flexible work schedule. A flexible work schedule permits an Employee to adjust his or her normal work schedule, within a given workweek such as, extending the lunch period, arriving late or departing early. Subject to the needs of the facility requests for a flexible work schedule may be approved.

Section 19.06 Compensatory Time

When Code 1 or Code 2 employees work hours beyond their normal work week, they shall be compensated at the discretion of the Employer either through pay or compensatory time for these hours.

- a) The Employer shall make every reasonable effort to accommodate requests for compensatory time off.
- b) In instances when there is a pay down of compensatory time, employees shall have the option to maintain a compensatory time balance of up to forty (40) hours.
- c) Upon termination of employment, a Code 1 or Code 2 Employee shall be paid for unused compensatory time.

Section 19.07 Alternative Scheduling

An employee and his or her supervisor may design an ongoing alternative work schedule such as four (4) day a week, ten (10) hours a day workweek.

Article 20
ATTENDANCE AND LEAVE (TA – 08/09/02)

Section 20.01

The Employer shall grant holidays as provided for in 1CSR 20-5.010 (2) (A) of the rules of the Personnel Advisory Board and the Office of Administration / Division of Personnel. The State currently observes the following holidays:

New Year's Day, the first day in January
Martin Luther King Jr. Day, the 3rd Monday in January
Lincoln's Birthday, the 12th of February
Washington's Birthday, the 3rd Monday in February
Truman's Birthday, the 8th day of May
Memorial Day, the last Monday in May
Independence Day, the 4th day of July
Labor Day, the 1st Monday in September
Columbus Day, the 2nd Monday in October
Veteran's Day, the 11th day of November
Thanksgiving Day, the 4th Thursday in November
Christmas Day, the 25th day of December

When any of the observed holidays fall on a Sunday, these holidays shall be observed on the following Monday, and when any of these dates or days fall on a Saturday, these holidays shall be observed on the preceding Friday.

Additional dates may be designated as holidays by the Governor or President of the United States. Nothing in this agreement shall be construed as establishing any right to a paid holiday. The Employer shall grant paid holidays as provided for in the rules of the Personnel Advisory Board and Division of Personnel, and in accordance with state laws.

Section 20.02 Compensatory Time Off / Pay

- a) Employees may submit requests for use of accumulated compensatory time. Consistent with staffing needs of the Employer, the Employer agrees to grant compensatory time off for the employee's accumulated holiday and overtime.
- b) Compensatory time off may be taken in increments of ¼ hours.

Section 20.03 Holiday During Vacation

When a holiday falls on an employee's regularly scheduled workday during the employee's vacation period, the employee will not be charged annual leave for the holiday.

Section 20.04 Payment Upon Separation

Upon separation due to resignation, retirement, layoff, or dismissal, the employee shall be paid for all accrued holidays. Upon death of the State employee, the person(s) designated

as legal beneficiary(ies) of the employee's estate shall be entitled to receive payment for all remaining accrued compensatory time.

Section 20.05 Attendance in Court

Any employee called for jury duty or in compliance with a subpoena to appear in court or before a judge, legislative committee, or any officer, board, or body authorized to conduct any hearing or inquiry, except when the employee is a plaintiff or defendant in a cause of action not arising out of employment, shall be allowed time away from work with pay. When an employee is a plaintiff or defendant in a cause of action not arising out of employment, he may use accrued annual leave, compensatory leave, or leave without pay. Employees who appear as witnesses in official capacity may not retain any witness fees and shall surrender any such payment to the Employer.

Section 20.06 Promotional Examination

Employees shall be granted administrative leave, when possible, to participate in promotional examinations and promotional interviews for positions within the department. Approval will be by the facility head at the work location, following a determination that adequate staff is maintained at the work site. Appropriate travel time, accruing during normal work hours, will be considered at the granting of administrative leave.

Section 20.07 Leave for Death in an Employee's Family

Administrative leave for a death in an employee's family will be granted in accordance with the policies of the Employer and the Rules of the Personnel Advisory Board.

Section 20.08 Service Connected Injury and Illness

An Employee who suffers an on-the-job injury or illness, shall be compensated in accordance with the rules and laws that govern workers' compensation benefits. Workers' compensation benefits are administered by the Central Accident Reporting Office of the Office of Administration.

Section 20.09 Leave Exhaustion

When an employee has exhausted his or her leave accruals and needs time off due to continued illness or injury he or she may request a leave of absence without pay. Further, the employee may apply for use of the Share Leave Program, and may inquire and apply as appropriate for disability through the Missouri State Employees Retirement System.

Section 20.10

In an effort to maintain the Department's skilled workforce, the Employer will have an Early Return to Work program to enhance the recovery of employees who have a work related illness or injury. Employees may be placed in temporary modified duty assignments.

Section 20.11 Family and Medical Leave

The Employer will comply with all provisions of the Family and Medical Leave Act (FMLA). For any qualifying absence under the FMLA, the employee may be required to exhaust all applicable leave prior to the approval of unpaid leave.

Section 20.12 Leave of Absence Without Pay

Leaves of absence without pay shall be governed by the rules of the Personnel Advisory Board and shall not be unreasonably denied.

Section 20.13 Notification of Leave Balances

Employees shall be given a check/direct deposit stub or other written record on a semi-monthly basis that reflects their balances of annual, compensatory and sick leave hours. If the Employee disagrees with their balances, they should notify the supervisor in writing as soon as possible.

Article 21
ANNUAL LEAVE/VACATION (TA – 08/23/02)

Section 21.01 Earning Annual Leave

Annual leave or vacation with pay shall be governed by the provisions of 1CSR 20-5.020 of the Rules of the Personnel Advisory Board and Personnel Division.

Employees who are employed on a full-time basis in positions of a continuing or permanent nature and paid on a semi-monthly basis are entitled to vacation with pay as follows:

- 5 hours for each semi-month of services in which they are in pay status for 80 hours or more hours, up to and until they complete 10 years of total state service;
- 6 hours for each semi-month of service, in which they are in pay status for 80 hours or more hours, if they have completed 10 and up to 15 years of total state service;
- 7 hours for each semi-month of services, in which they are in pay status for 80 or more hours, if they have completed 15 years of total state service.

Annual leave will be pro-rated for employees not in pay status for an entire pay period.

Section 21.02 Annual Leave Accumulation:

- a) At the close of business on October 31st, of any calendar year, any accumulation of annual leave which exceeds the maximum allowable accumulation (as outlined in subsection b), shall lapse and credit for the excess leave shall not be carried forward to the month of November.
- b) The maximum allowable accumulations on record for each year are:
 - i) 240 hours for total state service of less than 10 years;
 - ii) 288 hours for total state service of 10-15 years; and,
 - iii) 336 hours for total state service of 15 years and over.
- c) Annual leave shall not accrue to any employee while on leave of absence without pay.
- d) When an employee has been granted annual leave, and during the leave period subsequently recalled to duty because of emergency conditions requiring the employee's services, annual leave credits not used shall be restored unless this has the effect of causing accrued annual leave to exceed the maximum accruals allowed.
 - i) In this case, the employee shall be granted administrative leave for any time exceeding the maximum accrual.

- ii) A corrected application for leave/overtime form will be submitted.

Section 21.03 Leave Usage

When an employee is eligible to use sick leave, he/she may request to take annual leave instead of sick leave.

- a) Supervisor approval is needed to utilize this option.
- b) Notation of this substitution shall be made on the leave form using the “annual leave in lieu of sick leave code.”
- c) Use of this annual leave is subject to the same conditions as though the employee was using sick leave.

Section 21.04

An employee entitled to workers’ compensation may elect to receive accrued annual leave for those absences in addition to receiving worker’s compensation benefits.

Section 21.05

Employees entitled to annual leave who have separated from state service shall be entitled to receive reimbursement for all accrued leave, up to the maximum allowable accumulation.

Section 21.06

Upon the death of the State Employee, the person(s) designated as legal beneficiary (ies) or the Employee’s estate shall be entitled to receive payment for all remaining unused accrued annual leave up to the maximum amount allowed.

Section 21.07

- a) An employee who transfers or is appointed to a position in another department will be automatically reimbursed by the Employer for all accrued annual leave up to the maximum levels outlined in Section 21.2(b) unless directed otherwise in writing by the employee.
- b) If the employee chooses to transfer annual leave to another department, the Employee must request in writing to the staff responsible for the personnel function at their work location that a specific amount of accrued annual leave be transferred to the receiving department. This request must be received prior to the employee physically transferring to a new location.
- c) An employee entering service with the Employer from another state agency not included in this bargaining unit must be allowed to carry up to 120 hours of accrued annual leave.

Section 21.08

Employees who transfer or are appointed to another position in a department of this bargaining unit shall retain all accumulated leave time.

Section 21.09 General Provisions

Annual leave is earned by the Employee at the end of each pay period.

- a) Annual leave may be taken in increments of $\frac{1}{4}$ hours.
- b) Annual leave shall not be charged for holidays.
- c) Annual leave shall not be considered work time.
- d) Annual leave shall not be anticipated, but shall have been earned prior to the time it is taken.

Article 22
SICK LEAVE (TA – 08/09/02; reopen and TA – 11/12/02)

Section 22.01 Earning Sick Leave

Sick leave with pay shall be governed by the provisions of 1 CSR 20-5.020 of the Rules of the Personnel Advisory Board and Personnel Division.

A. Eligible Employees

Employees who are employed on a full-time basis in positions of a continuing or permanent nature and employees who are employed on a part-time basis in positions with work schedules equivalent to six months (160 hours) or more of full-time employment in any twelve-month period are eligible to earn sick leave.

B. Ineligible Employees

Part-time employees with work schedules requiring less than the equivalent of six-months or full-time employment in any twelve-month period. Employees who are ineligible will be identified and notified at the time of appointment or assignment.

If the work schedule of a part-time employee exceeds the equivalent of six-months of full-time employment in any twelve-month period, the employee will be credited with earned sick leave for the period of employment in excess of six months.

Section 22.02 Schedule for Earning Sick Leave

Sick leave is earned at the rate of five (5) hours per semi-monthly pay period regardless of length of service. Employees in pay status for less than a full pay period will have their leave prorated. There is no cap on the maximum amount of sick leave which may be accrued.

Section 22.03 Using Sick Leave

- a) Sick leave is defined to mean a period in which the employee is incapacitated for the performance of assigned duties by sickness or injury, or by pregnancy, childbirth and recovery there from, or period of time required for medical, surgical, dental, or optical examination or treatment, or where through exposure to a contagious disease, the presence of the employee on duty would jeopardize the health of others.
- b) Loss of time due to an illness of the Employee's spouse, children, other relatives or members of the Employee's household, which requires the Employee's personal care and attention shall be charged against the Employees accumulated sick leave.
- c) Sick leave shall be used in multiples of not less than one-quarter (1/4) hour.

- d) If an employee is unable to report for duty because of illness, the employee shall notify the supervisor or designee prior to the beginning of the employee's work shift. Employees requiring a substitute for their absence shall notify the supervisor or designee as soon as possible but no later than two (2) hours prior to the beginning of the employee's work shift. The employee shall notify the supervisor or designee in the same manner on each successive day the employee is unable to report for duty unless the supervisor has previously been notified of a continuing need to be off duty.
- e) Requests for time off due to illness or disability in excess of:
 - three (3) consecutive days for employees in the Department of Mental Health,
 - four (4) consecutive days for employees in the Veterans Commission,
 - and five (5) consecutive days for employees in the Departments of Corrections and Health & Senior Services

must be accompanied by a statement from the employee's physician or other person legally authorized to provide treatment. The statement must verify that the employee is/was unable to work, that his/her personal care is/was needed due to illness of the relative or member of the employee's household, and that the employee is able to return to work and notes any restrictions, for the period of the absence. Employee health records and documentation pertaining to this Article shall be handled in a manner consistent with employee privacy rights.

Section 22.05

Annual leave, compensatory time, or leave of absence without pay may be used with supervisory approval for absences due to illness, but sick leave may not be used for absences due to reasons other than those described above. Requests for such leave shall not be unreasonably denied. When all leave balances are exhausted, the Employee may become eligible for the Share Leave Program as outlined in 1 CSR 20-5.025.

Section 22.06

In accordance with 104.601 RSMo 2000, a retiring member of the Missouri State Employees Retirement System will be credited with one month of service for every twenty-one (21) days of unused sick leave after working continuously and reaching retirement age.

Article 23
PERSONNEL INFORMATION AND POLICIES (TA – 07/24/02)

Section 23.1

The employer agrees to provide employee access via an electronic version, hard-copy version in an Employee Information Center or a combination of both of all departmental and/or divisional policies and procedures. A copy of this Agreement, the State Personnel Law (Chapter 36 RSMo), the department's and/or division's administrative manuals, and state travel regulations shall be available electronically or at the information center.

Section 23.2

The Employer shall notify the Union of proposed departmental and divisional policy changes that affect conditions of employment of bargaining unit members at least thirty (30) days in advance of the proposed effective date of the policy so that the Union can offer feedback. Changes in facility/office policy only that affect conditions of employment of bargaining unit members shall be provided to a person designated by the union as far in advance as possible.

Section 23.3

Facility/office policy shall be consistent with department and division policy. Individual facility/office policies shall be furnished to a union representative upon request.

Section 23.4

When immediate changes to policy are needed for serious client/consumer care, safety and/or security purposes or to comply with law or court order, a revision may be issued and become immediately effective, however, the policy revision shall be subject to review and comment by the Union. All revisions shall be provided to the Union.

Section 23.5

The Union shall be notified of forums that have impact on the conditions of employment of bargaining unit members and where other stakeholder input is sought.

Article 24
EMPLOYEE APPRAISALS (TA – 09/17/02)

Section 24.1 Informal Conferences

The Union and the Employer encourage periodic conferences between the employee and his supervisor to discuss work performance, job satisfaction, work-related problems and/or the work environment. If work performance problems are identified, the supervisor shall offer constructive suggestions and shall attempt to aid the employee in resolving the problem. If needed, a written action plan will be developed by the supervisor and employee and will state specific work performance objectives and time periods in which problems will be addressed. The action plan shall not be considered to be disciplinary action. The supervisor shall maintain a written record of each follow-up session and shall, upon request, provide a copy of this record after completion of each session to keep the employee apprised of his/her progress in meeting the objectives stated in the action plan.

The Employer and Union agree that counseling is an effort on the part of a supervisor to provide feedback to an employee regarding on-the-job activity and/or job performance. It is meant to be a device clarifying what has occurred and what is expected. Counseling is not discipline and should have constructive goals such as assisting in employee development, or teaching or modifying behavior.

Section 24.2 Written Performance Appraisals

All employees will receive a timely performance appraisal evaluation, or summary, at least annually, unless an extension is mutually agreed upon. It should normally be completed by their immediate supervisor and reviewed by the next higher level of supervision, within 30 calendar days before or after the due date. Employees' signatures on the appraisals indicate the employee has received and reviewed the appraisal. Such signatures shall not constitute agreement with the content of the appraisal. The appraisal shall be discussed with the employee, and the employee shall be given a copy as soon as possible.

The performance appraisal shall be completed by a supervisor who directed or had sufficient knowledge of the employee's work during the period covered by the appraisal.

The appraisal shall be limited the employee's performance of duties stated in the employee's performance expectation and/or job description.

If an appraisal is amended or adjusted after the employee has signed, such changes shall be discussed with the employee. The employee shall be given the opportunity to comment in writing on the adjusted appraisal and shall be given a copy of the adjusted appraisal.

Article 25
CONTRACTING OUT (TA – 03/21/03)

Section 25.1 Policy

It is the policy of the Employer to make every reasonable effort to use its employees to perform work they are qualified to do. To that end, the Employer will avoid, insofar as is practicable, contracting out work performed by employees in the bargaining unit. However, the Employer reserves the right to contract out any work it deems necessary to provide greater efficiency and economy.

Section 25.2 Application

The Employer agrees:

- A. The Employer will provide the Union with immediate written notice upon issuance of any RFP which will result in the layoff of bargaining unit employees.
- B. The Employer will provide the Union with names of all bidders being considered during the RFP process upon bid opening, prior to awarding any contract.
- C. The Employer will provide the Union with immediate written notice when a contract is awarded.

Section 25.3 Placement of Affected Employees

When the contracting out of bargaining unit work would subject an employee to layoff, the Employer will adhere to Article 6 of this agreement.

At the Employer's cost, the Employer agrees to provide in-service training, if necessary, to employees who will be subject to a layoff as a result of the decision to contract out. The training will be provided to employees who otherwise possess the qualifications and ability to fill existing vacancies in the same job classification from which they will be laid off at the same or another facility. The training will be offered by the Employer as long as it is consistent with the Employer's budget, program goals, statutory directives and related factors. The parties agree to meet within ten (10) days of the contract award date for the purpose of attempting to reach agreement over any necessary changes in the layoff procedure (Article 6) of the Agreement in an effort to help facilitate this provision.

Section 25.4 Successors

The Employer will make a reasonable effort with the contractor to insure that employees who will be subject to layoff because of a decision to contract out work, secure employment with the contractor, retaining at least an equal salary level. At the request of the Union, the Employer, the Union and the contractor will meet to discuss the employment of employees subject to layoff.

A bidders history of National Labor Relations Act (NLRA) violations may be a consideration in the bid evaluation process.

Article 26
PRESERVATION OF BENEFITS (TA – 10/02/02 & 06/19/03)

Section 26.01 Partial Invalidity

The parties recognize that the provisions of this Agreement cannot supercede law. Nothing in this Agreement is intended to conflict with state or federal laws. In the event that any provisions of this Agreement are found to be inconsistent with existing laws, the provisions of such laws shall prevail. Should any part of this Agreement or any provisions contained herein be rendered invalid, unenforceable or unlawful by a decision of a court or other authority of competent jurisdiction or otherwise determined to be contrary to state or federal law or regulation, such portions shall not invalidate the remaining portions hereof and they shall remain in full force and effect for the term of this Agreement.

Where the implementation of any provision of this Agreement involves additional expenditure authority or the authority to reallocate funds, the provision will become effective and be implemented only upon appropriation or authorization to reallocate funds.

Section 26.02 Increase in Benefits

In the event the Office of Administration recommends across the board pay increases for all state employees, such recommendation shall include the employees covered by this Agreement.

Section 26.03

The parties acknowledge that during the development of this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter regarding conditions of employment and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Article 27
WORKING OUT OF CLASS (TA – 11/13/02)

27.01

New employees shall be provided a copy of their job class specification at new employee orientation. Current employees shall be provided a copy of their job class specification upon request.

27.02

The Employer shall assign work duties appropriate to Employee's job classification. Any time an employee does not believe that the duties of the position are appropriate to his/her classification, he/she may request a review in writing to the Employer, using the forms and procedures prescribed by the Division of Personnel. When such requests are received, the Employer will forward it for review to the Division of Personnel within 10 working days. Reviews shall be conducted in order of receipt by the Division of Personnel, except in unusual situations that may require another action or request take precedence. The results of this review will be reported to the employee and the Union A status update of this review will be available to the agency on behalf of the employee within thirty (30) days of the receipt of the employee's request for review by the Division of Personnel.

27.03

Management reserves the right to assign duties beyond the job class specification as necessary to fulfill the mission of the Agency. The Employer agrees that such duties are temporary and intermittent and shall not constitute a majority of the work hours. Employees will be encouraged to discuss duties not specified within the employee's performance expectations that interfere with the completion of their assigned expectations with their supervisor to reach a mutual solution.

If the Employer anticipates that the Employee will work out of class for a majority of the time, temporary performance appraisal job expectations will be drafted by the Employer and Employee. These temporary job expectations will accurately reflect the duties to be performed and will be time limited not to exceed ninety (90) days. A supervisory review will be conducted at the end of ninety (90) days to examine the permanence of the additional duties. Reclassification to an appropriate higher job classification will be recommended by the Employer, if appropriate. A new performance appraisal and job expectations will be provided at that time. The Employer shall adhere to the provisions of FLSA.

Article 28
JOB VACANCY POSTINGS (TA – 10/01/02)

A job vacancy within the bargaining unit shall be posted for a minimum of seven (7) days on intra-office electronic communication systems, where available, and in designated locations within the agency at the facility where the vacancy exists. Applicants will be notified of the final determination within thirty (30) days after the selection for a position.

Article 29
GRIEVANCE PROCEDURE TRAINING (TA – 02/04/03)

The Employer agrees that new stewards shall be provided up to eight (8) hours paid leave to attend a one-time training session on the grievance procedure. Such training is to be provided by the Employer and the Union jointly. This training may be video or computer based. The training materials and agenda will be mutually agreed upon by the Employer and the Union. The Union will provide to the Employer, fourteen (14) days in advance of the training, a list of stewards who will be attending the training session. Attendance at training will not serve to extend the workday or cause overtime to be earned. The Employer will not be responsible for travel time or expenses incurred as a result of attending this training.

Article 30

DUES CHECK OFF

Section 30.01 Deductions

The Employer agrees to deduct union membership dues in the amount designated by the Union from the pay of those employees who individually request such deduction.

Deductions shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union.

Section 30.02 Membership/Authorization Cards

The Employer shall make available Union membership/authorization cards to employees. Such cards shall be supplied by the Union and will provide authorization for subsequent adjustments in the dues rate.

Section 30.03 Information to the Union

The aggregate deduction of all employees, and a list of names, job classification, home and work addresses, home and work phone numbers of all employees in the bargaining unit and their individual deductions shall be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union. The information shall be provided in both paper and electronic form. The Union shall advise the Employer of any increase in deductions in writing at least fifteen (15) days prior to its effective date.

Section 30.04 Union Security

A. Union Representation Fee

A standard form prescribed by the Office of Administration shall be executed prior to the commencement of State employment by new bargaining unit employees authorizing the checkoff of service fees described herein. The checkoff form shall authorize and instruct the Commissioner of Administration to deduct the service fee from each new bargaining unit employee's compensation. The form will be signed prior to the bargaining unit employee's start date.

Those employees employed by the State prior to the ratification date of this Agreement wishing to voluntarily contribute service fees may authorize such payments by submitting a signed authorization form. Payments from such employees shall not be required as a condition of employment nor will employees be compelled to pay the service fee.

Current union members who decide to discontinue their union membership during the window period following ratification will not be required to pay the service fee. Thereafter, new and existing union members who discontinue their union membership during subsequent window periods will be required to pay the service fee and sign a check off form authorizing and instructing the Commissioner of Administration to deduct the service fee from the employee's compensation. The union membership card will describe the service fee obligation and serve as the check off form for their voluntary deduction authorization.

The service fee deduction will be remitted semi-monthly to the Union at the address designated in writing to the Employer by the Union.

It is agreed and understood that the service fees authorized herein are less encompassing than union dues, which include costs of non core activities. The service fee amount shall annually be certified by the Union to the Commissioner of Administration.

The union shall establish and operate a procedure to protect the rights of nonmembers who are required to make service fee payments to such organization, which shall include:

1. an annual notice to such nonmembers of the service fee amount they are required to pay, including an audited union financial statement and a disclosure by the Union of the manner it has arrived at the service fee amount;
2. a procedure allowing nonmembers to challenge the union's calculation before an impartial decision maker; and
3. an escrow fund into which all amounts in dispute shall be placed pending the decision of the impartial decision maker.

In the event this provision is challenged, all monies collected pursuant to this Section must be held in escrow until it is determined to be lawful by a court of general jurisdiction.

B. Other Legal and Required Deductions

Before there is any payroll deduction for an employee, the earnings must be regularly sufficient after other legal and required deductions to cover the amount of the prorated monthly Union dues. When an employee is in no-pay status for an entire month, no deduction shall be made to cover that pay period from future earnings. If an employee is in non-pay status during only part of a pay period, and if the wages and salaries are not sufficient to cover the entire dues deduction, no deduction shall be made. The parties recognize that legal and other withholdings and deductions such as Social Security and federal and state income taxes shall have priority over Union dues.

C. Refund of Overpayment

If the Employer over withholds an amount from an employee's wages and salaries and remits the same to the Union, the Union agrees to immediately refund such overpayment to the employee upon notification from the Employer.

D. Indemnification

The Union agrees to hold harmless and indemnify the State and/or Employer for any and all expenses, including but not limited to legal fees it incurs in defending any action challenging the legality of this provision or operation of this provision and to pay in full any and all judgments against the State and/or Employer. The Union agrees to hold the State and/or Employer free from any and all liability of any kind in connection with or

resulting directly from dues or service fee collection except for ordinary diligence and care in transmittal of the monies to the Union.

The provisions of this section are severable only if a court of competent jurisdiction determines that one provision is not enforceable, then the other provisions shall remain enforceable.

E. Union Security

Any employee who has previously submitted a written authorization for the voluntary deduction of membership dues to the Union may revoke the authorization only during the month of March each year. This revocation of dues deduction shall be initiated by the employee filing a written statement, withdrawing the authorization, to SEIU Local 2000, 5585 Pershing Ave., #170, St. Louis, MO 63112-4621. This authorization must be RECEIVED by Local 2000 at any time prior to March 31. If there is a termination of employment, the deductions will stop the effective month of the termination.

Article 31
PRINTING OF AGREEMENT

Each party will be responsible for reproducing its own copies of this Agreement once the parties have ratified it and agreed to the final document as to content and format.

Article 32
TERM OF AGREEMENT

This Agreement shall become effective upon ratification and signature of the parties and shall expire June 30, 2006.

Appendix A
BARGAINING UNIT CLASSIFICATIONS

Department of Corrections

<u>Index Number</u>	<u>Classification Title</u>
4401	Associate Psychologist II
4007	Dentist III
4402	Psychologist I
4320	Registered Nurse I
4321	Registered Nurse II
4322	Registered Nurse III
4323	Registered Nurse IV
4466	Speech-Language Pathologist
4493	Substance Abuse Counselor I
4494	Substance Abuse Counselor II

Department of Health and Senior Services

<u>Index Number</u>	<u>Classification Title</u>
5283	Licensed Clinical Social Worker
5285	Social Work Practitioner II
4466	Speech-Language Pathologist

Department of Mental Health

<u>Index Number</u>	<u>Classification Title</u>
3005	Academic Teacher I
3006	Academic Teacher II
3007	Academic Teacher III
4400	Associate Psychologist I
4401	Associate Psychologist II
4445	Case Manager I (Developmental Disabilities)
4446	Case Manager II (Developmental Disabilities)
4447	Case Manager III (Developmental Disabilities)
4468	Children and Youth Specialist I
4469	Children and Youth Specialist II
5278	Clinical Casework Assistant I
5279	Clinical Casework Assistant II
4505	Clinical Pharmacist
5280	Clinical Social Work Specialist
4439	Counselor-in-Training
4003	Dental Hygienist

Department of Mental Health-continued

<u>Index Number</u>	<u>Classification Title</u>
4005	Dentist I
4006	Dentist II
4007	Dentist III
2101	Dietitian I
2102	Dietitian II
4407	Habilitation Specialist I
4408	Habilitation Specialist II
4477	Interpreter/Transliterato
3020	Librarian I
3021	Librarian II
5283	Licensed Clinical Social Worker
4440	Licensed Professional Counselor I
4441	Licensed Professional Counselor II
4280	Medical Specialist I
4281	Medical Specialist II
4507	Mental Health Coordinator I
4455	Music Therapist I
4456	Music Therapist II
4330	Nurse Practitioner
4423	Occupational Therapist I
4424	Occupational Therapist II
4501	Pharmacist
4431	Physical Therapist I
4432	Physical Therapist II
4274	Physician I
4275	Physician II
4276	Physician III
4277	Psychiatrist I
4278	Psychiatrist II
4402	Psychologist I
4597	Quality Assurance Specialist (MH)
4463	Recreational Therapist I
4464	Recreational Therapist II
4279	Senior Psychiatrist
5284	Social Work Practitioner I
5285	Social Work Practitioner II
3045	Special Education Teacher I
3046	Special Education Teacher II
3047	Special Education Teacher III
4471	Speech-Language Pathology Assistant I
4472	Speech-Language Pathology Assistant II
4466	Speech-Language Pathologist

Department of Mental Health-continued

<u>Index Number</u>	<u>Classification Title</u>
4493	Substance Abuse Counselor I
4494	Substance Abuse Counselor II
4412	Vocational Rehabilitation Specialist I
4413	Vocational Rehabilitation Specialist II
4435	Work Therapy Specialist I
4436	Work Therapy Specialist II

Department of Public Safety – Missouri Veterans Commission

<u>Index Number</u>	<u>Classification Title</u>
5280	Clinical Social Work Specialist I
5283	Licensed Clinical Social Worker
4276	Physician III
4463	Recreational Therapist I
4464	Recreational Therapist II
4320	Registered Nurse I
4321	Registered Nurse II
4322	Registered Nurse III
5284	Social Work Practitioner I
5285	Social Work Practitioner II

This unit excludes all clerical, technical, and paraprofessional job titles. Also excluded are all supervisors, confidential employees, managers and Registered Nurses in the Department of Mental Health covered by the resolution between the DMH and MO Nurses Association (covering the period 3-1-01 through 9-30-03).

Appendix B
OVERTIME CATEGORY BY JOB CLASSIFICATION

The below lists of job classifications defines which overtime category each bargaining unit classification is in for purposes of Article 19 of this Agreement and as defined by Uniform Classification and Pay Plan maintained by the Office of Administration/Division of Personnel.

Overtime Code 2 Classifications

Clinical Casework Asst I	Registered Nurse I
Clinical Casework Asst II	Registered Nurse II
Dental Hygienist	Registered Nurse III
Interpreter/Transliterator	Substance Abuse Counselor I
Librarian I	Work Therapy Specialist I
	Work Therapy Specialist II

Overtime Code 1 Classifications

Academic Teacher I	Music Therapist I
Academic Teacher II	Music Therapist II
Academic Teacher III	Occupational Therapist I
Assoc Psychologist II	Occupational Therapist II
Case Manager I (Developmental Disabilities)	Pharmacist
Case Manager II (Developmental Disabilities)	Physical Therapist I
Case Manager III (Developmental Disabilities)	Physical Therapist II
Children & Youth Spec I (Psychiatric)	Recreational Therapist I
Children & Youth Spec II (Psychiatric)	Recreational Therapist II
Clinical Social Work Specialist	Social Work Practitioner I
Counselor In Training	Social Work Practitioner II
Dietitian I	Special Education Teacher I
Dietitian II	Special Education Teacher II
Habilitation Specialist I	Special Education Teacher III
Habilitation Specialist II	Speech-Language Pathology Assistant I
Librarian II	Speech-Language Pathology Assistant II
Licensed Clinical Social Worker	Speech-Language Pathologist
Licensed Professional Counselor I	Substance Abuse Counselor II
Licensed Professional Counselor II	Vocational Rehab Spec I
Mental Health Coordinator I	Vocational Rehab Spec II

Overtime Code 0 Classifications

Clinical Pharmacist

Dentist I

Dentist II

Dentist III

Medical Specialist I

Medical Specialist II

Mental Health Coordinator II

Nurse Practitioner

Physician I

Physician II

Physician III

Psychiatrist I

Psychiatrist II

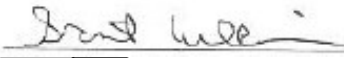
Psychologist I

Quality Assurance Spec MH

Registered Nurse IV

Senior Psychiatrist

By affixing their signatures below, the Union (S.E.I.U. Local 2000, affiliated with the Service Employees International Union, AFL-CIO) and the Employer, State of Missouri, agree that this shall be the only Agreement governing the relationship between the parties for the specified period of time it is in effect. This agreement shall be in full force and effect from July 3, 2003, through and including, June 30, 2006.



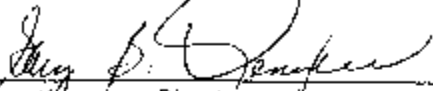
Grant Williams, President, Local 2000




Mike Dalton, Union Representative,
Local 2000



Jacquelyn White, Commissioner
Office of Administration



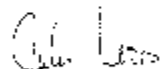
Gary Kempker, Director
Department of Corrections



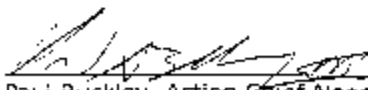
Don Schuffman, Director
Department of Mental Health



Ron Taylor, Director
Missouri Veterans' Commission



Julie Lewis, Chief Negotiator (through
7/1/03)
Office of Administration



Paul Buckley, Acting Chief Negotiator
(beginning 7/2/03)
Office of Administration

For SEIU Local 2000:

David W. Lee

Stephen J. Courtois

Paul J. Manning

John Clark

Sharon Farnell

Kenneth Vais

Chet Heckley

Darryl Parks

Richard Wilkinson

Thomas Stuber-Hippen

Margaret Marie Taylor

David C. Zed

Bob Dwyer

Walter A. Lucci

Stacey Goodwin